



**AMERIQUEST MULTISTATE SETTLEMENT**

**RELEASE FORM**

***For loan account number <<loan number>>***

**YOUR MINIMUM RESTITUTION PAYMENT AMOUNT IS <<\$XXX.XX>>. TO RECEIVE YOUR PAYMENT, THIS RELEASE FORM MUST BE COMPLETED AND MAILED, POSTMARKED BY SEPTEMBER 10, 2007, TO:**

Ameriquest Settlement Administrator  
P.O. Box 1855  
Faribault, MN 55021-7110

***If any name or address information printed below is incorrect, please write the correct information in the spaces provided:***



Corrections to Name/Address:

<<Borrower 1 name>>

<<Borrower 2 name>>

<<Address 1>>

<<City, State Zip code>>

**SECTION I: INSTRUCTIONS FOR COMPLETION**

All borrowers on the loan identified above must complete and return this Release Form to receive a restitution payment. Please read the instructions below before completing this Form. If you have any questions that are not answered by these Instructions or the Frequently Asked Questions ("FAQ") pamphlet that has been included with this Release Form, you can contact the Ameriquest Settlement Administrator by calling toll free 1-800-420-5875 (hearing impaired call 1-866-494-8274) or sending an e-mail to [info@ameriquestmultistatesettlement.com](mailto:info@ameriquestmultistatesettlement.com).

**Step 1 – Read the description of your Release of Claims.**

Section II explains, and then sets out, the legal rights you are giving up in return for your restitution payment. This is called a "Release of Claims." Numbers 12 to 17 of the FAQ pamphlet have more detailed information about your Release of Claims. Please read Section II and the FAQ pamphlet carefully. You may also wish to consult with an attorney or, if you qualify, a legal aid or legal services organization, before deciding whether to sign this Release Form.

**Step 2 – Provide each borrower's signature and contact information.**

Each borrower must sign and date the Release Form in Section III. By signing, you are agreeing to the Release of Claims described in Section II in return for your restitution payment. You should also provide your daytime and evening telephone numbers, and an e-mail address, if available, so we can contact you if further information is required. If there are more than two borrowers, each borrower must sign, so you will need to make a copy of the signature page before completion. Return all signed pages with your completed Form.

If you can't obtain a borrower's signature because of any special circumstances such as death or divorce, please sign the Release Form yourself, and indicate on the Form your capacity (for example, executor of the estate, surviving spouse, or guardian). You should also refer to Question number 11 in your FAQ pamphlet for further instructions. You will need to provide a letter of explanation with your Release Form. In the case of divorce, or the death or guardianship of a borrower, you will also need to provide copies of legal documentation.

Para obtener este informacion en Espanol, por favor llame al numero  
1-800-420-5875 o visite el sitio web [www.ameriquetmultistatesettlement.com](http://www.ameriquetmultistatesettlement.com).



### **Step 3 – Mail your completed Release Form.**

Your completed and signed Release Form must be mailed, **postmarked no later than September 10, 2007**, to:

Ameriquet Settlement Administrator  
P.O. Box 1855  
Faribault, MN 55021-7110

A postage-paid envelope has been included with your Notice packet. To use this envelope to mail your completed Release Form to the Settlement Administrator, simply tear off the front flap of your packet (the part with your address printed on it) at the perforation. You should keep a copy of your signed Release Form.

Please remember that if for any reason you can't obtain a borrower's signature, you must include a letter of explanation with your Release Form, together with copies of any necessary documents. Do not send original documents. **In order to protect your right to a restitution payment, be sure to mail your signed Release Form and letter of explanation by the September 10, 2007 deadline, even if you are unable to obtain copies of any necessary documents before that date.**

## **SECTION II: DESCRIPTION OF RELEASE OF CLAIMS**

*Please read this Section carefully. It describes the legal rights you are giving up by signing and returning this Release Form.*

### **Part A. Summary of the Release**

By signing and returning this Release Form, you are agreeing to the "Release of Claims" set out in Part B below. The Release of Claims is your agreement to participate in the Settlement and receive your restitution payment. In return, you are giving up all claims you have against the "Ameriquet Parties" arising out of or relating to any of the business practices listed in Part B with respect to the loan identified on this Release Form (except for any claims you might have in a foreclosure proceeding).

This means that if you sign and return this Release Form, you won't be able to file your own lawsuit or join another lawsuit (including a class action) against any of the Ameriquet Parties with respect to your loan, if that lawsuit is about the business practices listed below in Part B. The only exception is you are not giving up any claim you might have in response to a foreclosure. You can still sue the Ameriquet Parties and raise any claims you might have if the loan identified on this Release Form is now in or later goes into foreclosure.

The "Ameriquet Parties" you are giving a release to include Ameriquet Mortgage Company, Town and Country Credit Corporation, AMC Mortgage Services, Inc., formerly known as Bedford Home Loans, and ACC Capital Holdings Corporation, and these companies' representatives, employees and owners. The complete definition of "Ameriquet Parties" is found on the next page in Part B, the Release of Claims. The definitions of many of the other terms used in the Release of Claims are found in the appendix to the FAQ pamphlet mailed with this Release Form. You should read those definitions carefully before signing and returning this Release Form. You can also contact the Settlement Administrator if you have any questions about any of the terms used in this Release Form. By signing this Form, you are acknowledging that you have read and understood the terms of the Release of Claims.

Please remember that the Release of Claims only applies to the loan identified on this Release Form. You will receive separate Release Forms for each loan you obtained from an Ameriquet Party that is eligible for restitution. You can find more information about this in Question 17 of the FAQ pamphlet.

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### **Part B. Release of Claims**

As used in this Release of Claims, "we" and "our" mean the borrowers under the loan account number listed at the top of this Release Form. If there is only one borrower, these terms refer to that single borrower. The 'Ameriquet Parties' are Ameriquet Mortgage Company, Town and Country Credit Corporation, AMC Mortgage Services, Inc., formerly known as Bedford Home Loans, ACC Capital Holdings Corporation and their respective (i) predecessors, past, present and future direct and indirect parents, owners, subsidiaries, affiliated and other related persons or entities of any kind (be they corporations, partnerships, trusts, individuals), including the successors and assigns of any of the foregoing, and (ii) all past, present and future owners, employees, officers, agents, directors, insurers, and any other representatives of all the foregoing, including, for natural persons, both in their official and individual capacities.

By our signatures(s) below we acknowledge that we have read the following release and are bound by its terms. In consideration for the restitution payment we are to receive, we release the Ameriquet Parties from all civil claims, causes of action, any other right to obtain any type of monetary damages (including punitive damages), expenses, attorneys' and other fees, rescission, restitution or any other remedies of whatever kind at law or in equity, in contract, in tort (including, but not limited to, personal injury and emotional distress), arising under any source whatsoever, including any statute, regulation, rule, or common law, whether in a civil, administrative, arbitral or other judicial or non-judicial proceeding, whether known or unknown, and whether or not alleged, threatened or asserted by us or by any other person or entity on our behalf, including any currently pending or future purported or certified class action in which I am now or may hereafter become a class member, that arise from or are related to the following lending practices engaged in by the Ameriquet Parties, during the period from January 1, 1999 through December 31, 2005, in connection with the loan account numbers listed above:

All representations, misrepresentations, disclosures or any other acts, events, facts, transactions, occurrences, omissions or conduct, whether oral, written or otherwise, by the Ameriquet Parties, arising out of, in connection with or relating to any of the following:

1. Loan types and terms, including discount points, interest rates, origination-related fees, monthly payment amounts, terms of adjustable rate and fixed rate mortgages and prepayment penalties.
2. Written disclosures, including the Good Faith Estimate, other documents required to be provided to a Potential Borrower by any law or otherwise provided by an Ameriquet Party.
3. The Borrower benefits of obtaining a loan from an Ameriquet Party or from a repeat refinancing with an Ameriquet Party.
4. Coordination with debt collectors.
5. The timely completion of the underwriting functions and funding of a loan.
6. Closing of a loan.
7. Appraisals.
8. Stated income loans.
9. Disclosures to non-English speaking Borrowers and Potential Borrowers.

Notwithstanding this release, we may affirmatively or defensively assert any claim or defense that we have with respect to our loan with an Ameriquet Party in response to a judicial or threatened non-judicial foreclosure, including those related to the lending practices listed in this release.

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### SECTION III: SIGNATURE

*To complete this Section, each borrower on the loan must sign and print his or her name, and add the date, a daytime and evening telephone number, and an e-mail address (if available). If a borrower cannot sign because of death, divorce, or other circumstances, please refer to number 11 in your FAQ pamphlet for instructions.*

By my/our signature(s) below, I/we acknowledge that I/we have read the "Release of Claims" in Part B of Section II above and agree to be bound by its terms and conditions.

#### First Borrower

Print name \_\_\_\_\_ Date (mo/day/year) \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature \_\_\_\_\_

Capacity of person signing (Borrower, Executor or Administrator of Estate, Surviving Spouse, Guardian, Other) \_\_\_\_\_

(\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Area code Daytime telephone no. Area code Evening telephone no.

E-mail address (if available) \_\_\_\_\_

#### Second Borrower

Print name \_\_\_\_\_ Date (mo/day/year) \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature \_\_\_\_\_

Capacity of person signing (Borrower, Executor or Administrator of Estate, Surviving Spouse, Guardian, Other) \_\_\_\_\_

(\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Area code Daytime telephone no. Area code Evening telephone no.

E-mail address (if available) \_\_\_\_\_

**MAIL YOUR COMPLETED RELEASE FORM, POSTMARKED BY SEPTEMBER 10, 2007, TO:**

Ameriquet Settlement Administrator  
P.O. Box 1855  
Faribault, MN 55021-7110

If you could not obtain a borrower's signature on this Release Form for any reason, please remember to include your letter of explanation and copies of any required supporting documents. You should make and keep a copy of your completed Release Form for your records.

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